

Received
12/28/17
CR

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF NEW YORK

| | | |
|---------------------------|---|---------------------|
| UNITED STATES OF AMERICA, |) | |
| |) | |
| Plaintiff, |) | Criminal Docket No. |
| |) | CR-98-0859 (AMD) |
| v. |) | |
| JORDAN ROSS BELFORT, |) | |
| |) | |
| Defendant, |) | |
| |) | |
| and |) | |
| DELOS LIVING LLC |) | |
| |) | |
| Garnishee. |) | |

FILED
IN CLERK'S OFFICE
US DISTRICT COURT E.D.N.Y.
★ DEC 27 2017 ★
BROOKLYN OFFICE

ANSWER OF THE GARNISHEE

MARC LEVIN, BEING DULY SWORN, DEPOSES AND SAYS:

1. He is the General Counsel of Garnishee Delos Living LLC (the "Garnishee"), a Delaware limited liability company, with its principal place of business at 860 Washington Street, 4th Floor, New York, NY 10014.
2. On October 6, 2017, Garnishee was served with a Writ of Garnishment in this proceeding. Pursuant to agreements with the U.S. Attorney's Office, the deadline to answer this writ was extended through and including December 19, 2017.
3. For the pay period in effect on the date of service of the Writ of Garnishment, as indicated above:
 - (a) Was Defendant-Judgment Debtor ("Debtor") in your employ?

No.

(b) Defendant is paid, as follows:

Pursuant to a written agreement, pursuant to which JBGH is no longer performing services, a copy of which was provided to the Plaintiff-Judgment Creditor (the "Written Agreement") in response to a previously-served state court restraining notice (see answer to 3(e), below), fees may become payable to JB Global Holdings LLC ("JBGH"), an entity which, upon information and belief, is partly owned by Debtor.

(c) When did the applicable pay period begin and end:

There is no applicable pay period in effect on the date of service of the Writ of Garnishment, since Debtor is not and has never been an employee of Garnishee, and there is no regular pay period.

(d) Calculate the amount of Debtor's net wages:

None. Debtor is not and has never been an employee of Garnishee and is not paid wages.

(e) Have previous garnishments been issued with respect to the above-referenced Debtor?

No. On or about August 25, 2017, Plaintiff-Judgment Creditor served on Garnishee a New York State Court restraining notice (the "Prior Restraining Notice"), which Garnishee has complied with and continues to comply with.

(f) Describe below the non-earnings property which the Garnishee has in its custody, control or possession and in which the Debtor maintains an interest:

None.

(g) Describe below any other property which the Garnishee has in its custody, control or possession and in which the Debtor maintains an interest:

Pursuant to written agreement, a copy of which was provided to the Plaintiff-Judgment Creditor in response to the Prior Restraining Notice, JBGH was issued a class of non-voting incentive equity that Garnishee issues to consultants of the Company. Further description of such non-voting incentive equity has already been provided to Plaintiff-Judgment Creditor in response to the Prior Restraining Notice.

4. Garnishee anticipates owing to the JBGH in the future, the following amounts:

Pursuant to the terms of the Written Agreement, pursuant to which JBGH is no longer performing services, Garnishee may owe fees to JBGH for services previously performed thereunder. The amount of any money that may be due, and on what date(s), cannot be determined at this time. Garnishee has already provided information about the aforesaid fees to the Plaintiff-Judgment Creditor in response to the Prior Restraining Notice.

5. If applicable, check the appropriate items and explain accordingly in the space provided:

_____ The Garnishee makes the following claim(s) of exemption on the part of Debtor;

X(**see below) The Garnishee has the following objections, defenses, or set-offs to the United States's right to apply Garnishee's indebtedness to Debtor upon Plaintiff's claim;

X(**see below) The Garnishee is in no manner and upon no account indebted or under liability to the Debtor, Jordan Ross Belfort, or the Garnishee does not have in his/her possession or control any property belonging to the Debtor, or is in no manner liable as Garnishee in this action:

**** The Written Agreement was made between Garnishee and JBGH, not the Debtor.**

Garnishee does not claim an exemption, objection or defense to the Writ of Garnishment, but notes that Garnishee lacks sufficient information to ascertain whether, as alleged by Plaintiff-Judgment Creditor, JBGH is "the alter ego and/or nominee and/or instrumentality of ..." the Debtor and another individual.

6. The Garnishee has:

(a) Filed the original answer via PACER or by mailing or delivering the answer to:

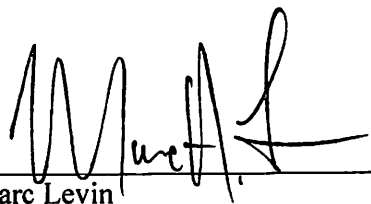
Clerk of the Court
Eastern District of New York
United States Courthouse
225 Cadman Plaza East
Brooklyn, New York

(b) Mailed copies of this answer by first class mail to:

Sharon Cohen Levin, Esq.
Wilmer Hale
Attorneys for Defendant Jordan Ross Belfort
7 World Trade Center
250 Greenwich Street
New York, NY 10007

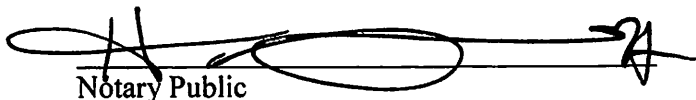
and

Peter A. Laserna, Esq.
Assistant U.S. Attorney
United States Attorney's Office
271 Cadman Plaza East
Brooklyn, New York 11201



Marc Levin

Subscribed and sworn to before me this
19th day of December, 2017



Notary Public

HANNAH SCHECKELHOFF
Notary Public, State of New York
No. 02SC6317663
Qualified in New York County
Commission Expires 01/12/2019

VINCENTI & VINCENTI P.C.

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Federal Court
225 Cadman Plaza East
Brooklyn NY 11201-1832

